

PUBLISHING CONTRACTS FOR A POINT-AND-CLICK UNIVERSE

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WHAT IT IS

The Xanadu Publishing method has been designed as a rational system for the network selling of copyrighted documents, with automatic royalty.

We are very concerned with the repressive directions of some of the approaches taken to electronic media. Xanadu is defined to empower people, not restrict them, while retaining all rights and compensation for the rightsholders.

There have been several implementations of Xanadu software, none completed as yet, but they all share the same models. While our long-term radical software is looking for refinancing ("Xanadu Heavy"), we are continuing to set up a simpler system ("Xanadu Light") using the same publishing model.

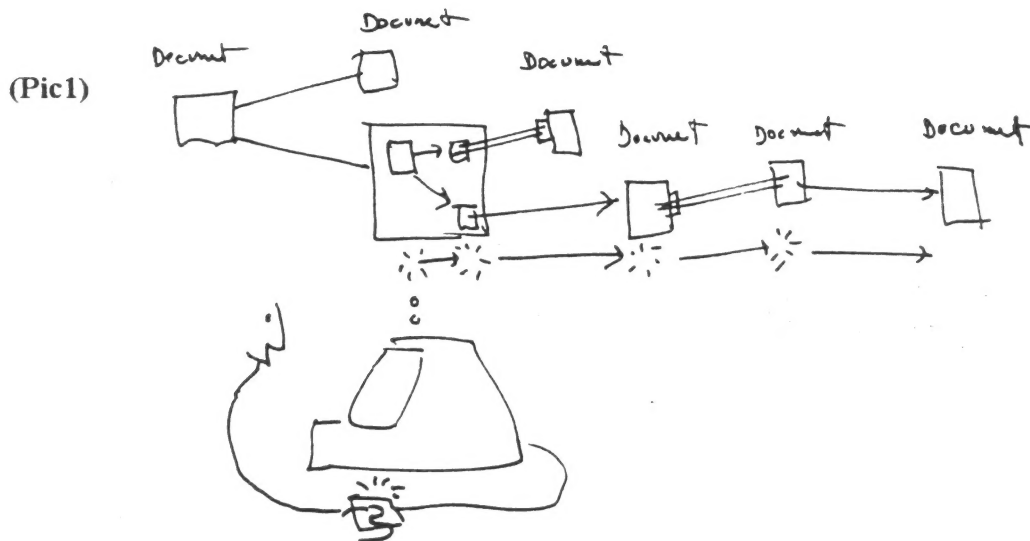
ANY SCREENS AT ALL

It is intended for the screen user, drawing material from a network forever. No assumptions can be made about the viewing machine: there is no way to tell what kind of viewing machine the user has, or compel the use of a specific viewing program, only to recommend it.

Thus Xanadu software is specifically concerned with storing and delivering contents and connections down the line, with automatic royalty.

A POINT-AND-CLICK UNIVERSE

It should be unnecessary to learn commands. We assume that the user can point and click to travel inside a document, or between documents on bridges of interconnection.



AUTOMATIC ROYALTY ON ARBITRARY CHUNKS

Royalty to each publisher is automatic for each chunk sent. The user may ask for a chunk of any size, down to the individual byte, and the royalty for that byte will go to the publisher from the user's account.

This fine-grained purchase makes it possible for any document to *quote any other merely by pointing to the desired material*, since the quotation can be bought instantly from the original document.

GENERALIZED FOR ALL DATA, ALL STRUCTURES, ALL FORMS OF INTERCONNECTION

There are many so-called "standards for electronic data." These are all specialized and unsuited to on-line use.

We assume that the typical document will include text, graphics, audio, video, etc.

We also assume that the typical user will only draw out a small part of each document.

All parts are separated: pure data, markings ("headers," "tags," overlays), links; so that one user's markings on a document do not interfere with another user's markings, for instance.

GENERALIZED AND OPTIMIZED FOR ON-LINE PUBLISHING OF ALL STRUCTURES OF ALL DATA

We assume that the typical user of the Twenty-First Century is--
sitting at a screen

drawing material out forever

saving some of it.

We assume that ALL BORDERLINES BETWEEN MEDIA ARE ELIMINATED.
Everything is interactive.

"Everything is a movie."

TRANSPOSING THE WORLD WE KNOW

This works within existing laws, and extends them by contract into this new realm.

The old roles will be transposed--
Author

Publisher

Printer and Distributor (now become the Service Provider)

The model of documents.

A document may be text, graphics, audio, video, animation and any other form of data.

It may have any struture, including hypertext (non-sequential writing) or hypermedia (branching presentations of other kinds).

The model of copyright and distribution.

Publication is a solemn act, solemnized by a contract (below).

Publishing means putting it on the Xanadu network and making it available to all parties.

Any party can draw out any part at any time, with automatic royalty.

The model of metamedia--

ANYONE MAY PUBLISH NEW DOCUMENTS (within the Xanadu publishing docuverse) which use (link to or quote) other publishers' materials, without prior permission.

This is done WITHOUT COPYING, merely by connections (links and transclusion pointers)

NO PERMISSION REQUIRED, OR CHARGE, TO MAKE A CONNECTION TO A DOCUMENT; ROYALTY PAYMENT IS BY USER, EXTRACTING CONNECTED PIECES.

THE PARTIES

The Publisher

By law, a publisher is the individual or firm taking responsibility for the contents of the document and receiving the gross revenue.

The Author(s)

The author has any relation to the publisher they choose to define. This is outside the central Xanadu framework.

The Service Provider

The licensed Service Provider uses the Xanadu software and billing system, without modification, to provide the services we have designed.

The Publishing User

WE BELIEVE OUR TYPICAL USER IS BOTH READER AND PUBLISHER; thus this is the standard base contract.

The Read-Only User

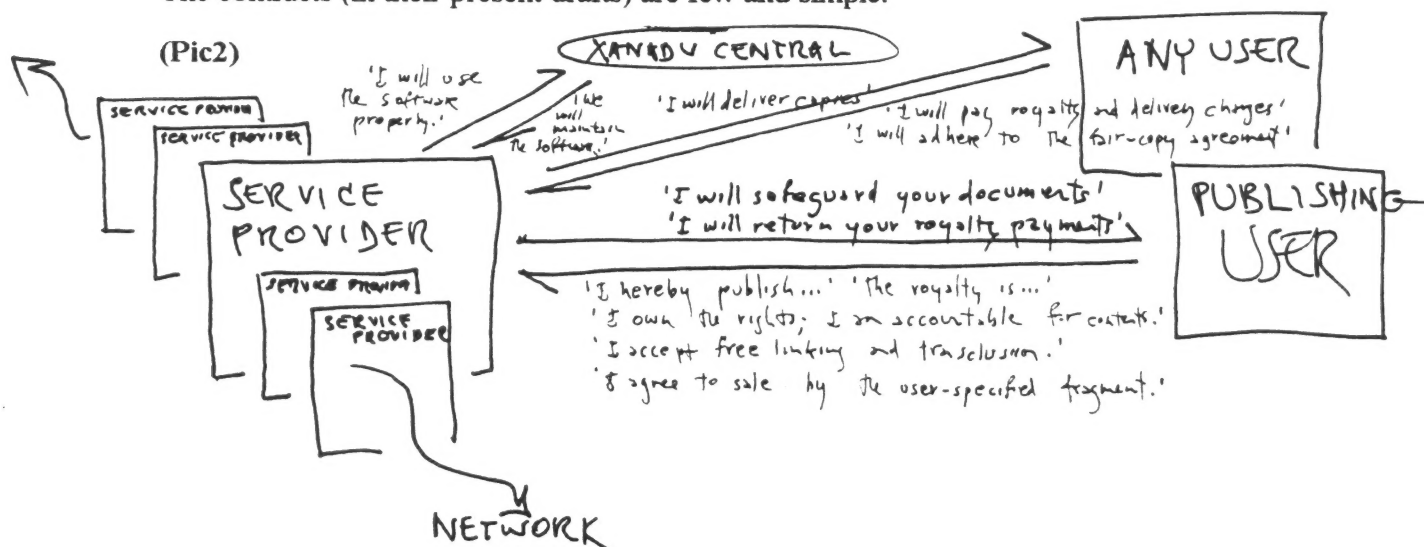
The read-only user signs a contract that bypasses issues of publication, and therefore cannot publish.

Xanadu Central

Xanadu Central develops and maintains the software, billing systems, etc., but contracts only with the service providers.

THE CONTRACTS

We will work inside the existing laws, extending and clarifying them slightly by contracts. The contracts (in their present drafts) are few and simple.



THE THREE BASE CONTRACTS

License from Xanadu Central to Service Provider

Service Provider agrees to abide by whole system, safeguard user data, distribute royalties correctly, distribute other funds correctly among other service providers.

Between service Provider and Read-Only User (rare, helps to explain)

User agrees to pay publisher's royalty price on every downloaded byte.

User agrees to pay delivery charges to service provider and to network. (Service providers may set their own charges, special deals, etc., to assure a zesty market.)

User agrees only to XANADU FAIR USE-- one archive copy, one working copy, one printout

User agrees not to redistribute electronically.

(Additional copies by other arrangement).

(Site licenses by other arrangement).

Between Service Provider and Publishing User. Same as for Read-Only user, plus:

Publisher claims to be rightsholder and asserts copyright.

Publisher sets royalty rate for each specific document (may vary within document). Rates may vary within document.

Material transcluded from other documents sells at the royalty rates set by the original publisher, which go to that publisher.

Publisher retains all rights to document outside the Xanadu network, as well as right to sue for any improper use within Xanadu network.

Both parties agree as to what constitutes Act of Publication (signed paper or merely a password approval).

PUBLISHER AGREES TO PUBLISH FOR A MINIMUM OF THREE YEARS.

Advance payment of disk rental for three years with three different service providers.

Three-year notice before depublishing.

No changes; new versions by overlay mode (so old links remain valid).

Publisher explicitly relinquishes certain rights within the Xanadu network only--

-- control of derivative documents which need publisher's original bytes

-- control of purchased unit (user may send for any chunk in any sequence).

-- control of appearance on screen or printout (cannot be controlled).

Service provider agrees to safeguard the document.

Service provider agrees to remand royalties in the correct amounts throughout the network.

OTHER HELPFUL CONTRACTS

These are provided for convenience as a possible model, but preclude no other arrangements.

Between Author(s) and Publisher

Publisher agrees to give author(s) explicit percentage of publisher's royalty, to be collected by Xanadu service providers.

Between Service Provider and Acquisitions Agent

Acquisitions agent agrees to sign up publishers, for a percentage of Service Provider's share.